

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

ALTERRA AMERICA INSURANCE CO.,

Plaintiff,

v.

NATIONAL FOOTBALL LEAGUE, *et al.*,

Defendants.

Index No. 652813/2012 E

**STIPULATION OF
DISCONTINUANCE**

DISCOVER PROPERTY & CASUALTY
COMPANY, *et al.*,

Plaintiffs,

v.

NATIONAL FOOTBALL LEAGUE, *et al.*,

Defendants.

Index No. 652933/2012 E

WHEREAS, these actions include claims asserted as between Chartis Specialty Insurance Company (n/k/a AIG Specialty Insurance Company), Chartis Property Casualty Company (n/k/a AIG Property Casualty Company), Illinois National Insurance Company, and National Union Fire Insurance Company of Pittsburgh, Pa. (collectively, "AIG"), on the one hand, and the National Football League and NFL Properties LLC (collectively, "NFL"), on the other; and

WHEREAS, these actions also include claims asserted as between AIG, on the one hand, and certain Insurers identified in Exhibit A ("Insurers"), on the other hand, which claims currently are subject to the Stipulation Regarding Cross-Claims and Counterclaims Among

Insurer Parties entered in these actions on or about January 10, 2017, and amended by addenda on or about April 11, 2017, and on August 28, 2017 (the “Stipulation Regarding Cross-Claims and Counterclaims Among Insurer Parties”);

IT IS HEREBY STIPULATED AND AGREED, by and between all parties to these actions, by the undersigned attorneys for the parties below, that:

1. Pursuant to CPLR 3217(a)(2), all claims asserted by and between AIG and NFL are discontinued with prejudice;

2. Pursuant to CPLR 3217(a)(2), all claims asserted by and between AIG and the Insurers are discontinued without prejudice;

3. For the avoidance of doubt, the discontinuances provided for in paragraphs 1 and 2 above are without prejudice to: (i) any rights, claims, defenses or responses that the NFL and any of the Insurers may have against each other, now or in the future; and (ii) any rights, claims, defenses or responses that any of the Insurers and AIG may have against each other, now or in the future, except to the extent that AIG and any of the Insurers may have tolled the statute of limitations, laches or other time-based defenses as between one another pursuant to the Stipulation Regarding Cross-Claims and Counterclaims Among Insurer Parties and that certain Tolling Agreement executed between AIG and the Insurers in 2018;

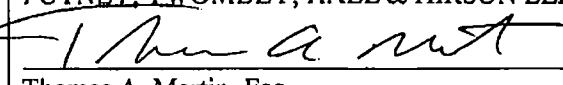
4. AIG is dismissed from these actions in accordance with and subject to the foregoing;

5. No party hereto is an infant, incompetent person for whom a committee has been appointed, or conservatee;

6. This stipulation may be executed in counterparts, each of which shall be deemed an original but all of which constitute one and the same agreement. Facsimile or PDF signatures shall have the same force and effect as originals; and

7. This stipulation may be filed without further notice with the Clerk of the Court.


Dated: February __, 2018

<p>PUTNEY, TWOMBLY, HALL & HIRSON LLP</p>  <p>Thomas A. Martin, Esq.</p> <p>and</p> <p>HERMES, NETBURN, O'CONNOR & SPEARING, P.C. Kevin J. O'Connor, Esq.</p> <p>Attorneys for Plaintiff Discover Property & Casualty Insurance Company, St. Paul Protective Insurance Company, Travelers Casualty & Surety Company, Travelers Indemnity Company and Travelers Property Casualty Company of America</p>	<p>SQUIRE PATTON BOGGS (US) LLP</p> <p>Larry P. Schiffer, Esq.</p> <p>Attorneys for Plaintiff Alterra America Insurance Company</p>
<p>KENNEDYS CMK</p> <p>Christopher R. Carroll, Esq. Heather E. Simpson, Esq. Mark F. Hamilton, Esq.</p> <p>Attorneys for Defendants TIG Insurance Company The North River Insurance Company United States Fire Insurance Company</p>	<p>NIXON PEABODY</p> <p>James Weller, Esq. Joseph Oretgo, Esq.</p> <p>and</p> <p>JACKSON & CAMPBELL, P.C.</p> <p>Warren Lutz, Esq.</p> <p>Attorneys for Defendants Chartis Property Casualty Company, Chartis Specialty Insurance Company, Illinois National Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA</p>

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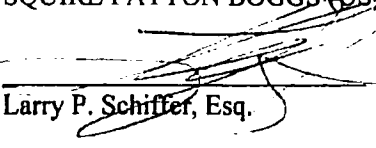
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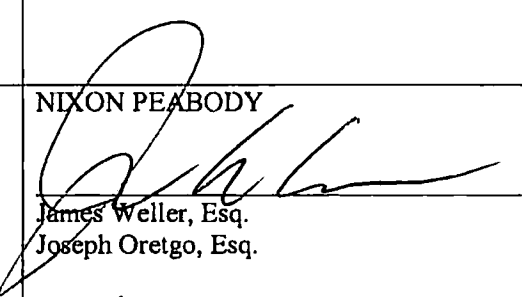
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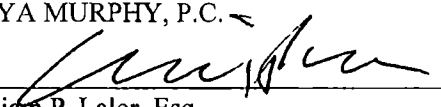
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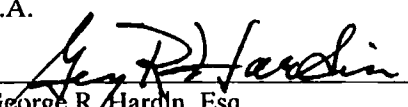
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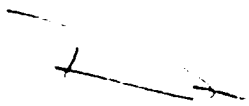
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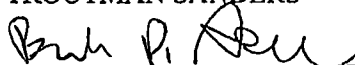
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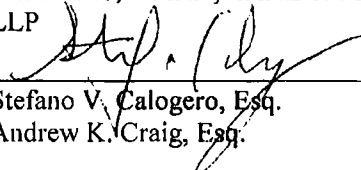
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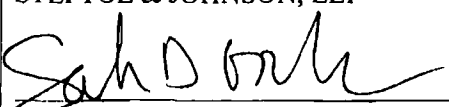
<p>MAYA MURPHY, P.C.</p>  <p>William P. Lalor, Esq.</p> <p>Attorneys for Defendants Continental Insurance Company Continental Casualty Company</p>	<p>WINDELS, MARX, LANE & MITTENDORF, LLP</p> <p>Stefano V. Calogero, Esq. Andrew K. Craig, Esq.</p> <p>Attorneys for Defendant Allstate Insurance Company, solely as successor in interest to Northbrook Excess and Surplus Insurance Company, formerly Northbrook Insurance Company</p>
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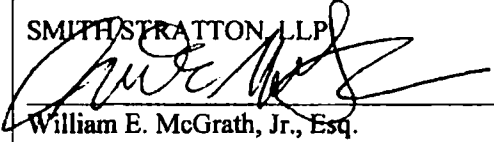
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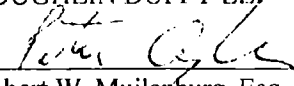
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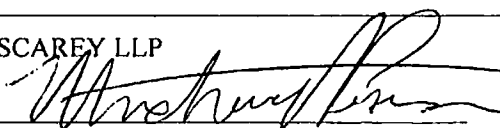
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Brandon Almond, Esq. Attorneys for Defendant XL Insurance America Inc. and XL Select Insurance Company	Attorneys for Defendants American Guarantee and Liability Insurance Company and Arrowood Indemnity Company (f/k/a Royal Indemnity Company)
WILSON ELSER, LLP — Florida Department of Financial Services as Receiver of Guarantee Insurance Company <i>Salma Zacur 4-16-18</i> George N. Tompkins III, Esq. — Salma Zacur Attorneys for Defendant — Deputy Receiver of Guarantee Insurance Company	BATESCAREY LLP _____ Adam H. Fleischer, Esq. Michael H. Passman, Esq. Attorneys for Defendant Westport Insurance Corporation, as successor-in- interest to Employers Reinsurance Corporation

Brandon Almond, Esq. Attorneys for Defendant XL Insurance America Inc. and XL Select Insurance Company	Attorneys for Defendants American Guarantee and Liability Insurance Company and Arrowood Indemnity Company (f/k/a Royal Indemnity Company)
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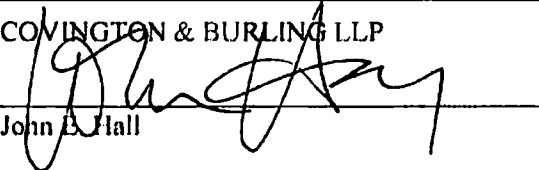
<p>COVINGTON & BURLING LLP</p>  <p>John E. Hall</p> <p>Attorneys for Defendants National Football League and NFL Properties, LLC</p>	
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EXHIBIT A – LIST OF “INSURERS”

1. Alterra America Insurance Company
2. Discover Property & Casualty Insurance Company
3. St. Paul Protective Insurance Company
4. Travelers Casualty & Surety Company
5. Travelers Indemnity Company
6. Travelers Property Casualty Company of America
7. ACE American Insurance Company
8. Allstate Insurance Company, as successor-in-interest to Northbrook Excess & Surplus Insurance Company, formerly Northbrook Insurance Company
9. American Guarantee and Liability Insurance Company
10. Arrowood Indemnity Company, f/k/a Royal Indemnity Company
11. Century Indemnity Company, as successor to Insurance Company of North America, Indemnity Insurance Company of North America, and California Union Insurance Company
12. Continental Casualty Company
13. The Continental Insurance Company
14. Federal Insurance Company
15. Great Northern Insurance Company
16. Guarantee Insurance Company
17. Hartford Accident & Indemnity Company
18. Illinois Union Insurance Company
19. Munich Reinsurance America, Inc.
20. New England Reinsurance Corporation
21. The North River Insurance Company
22. Bedivere Insurance Company f/k/a OneBeacon Insurance Company
23. Pacific Indemnity Company
24. TIG Insurance Company
25. United States Fire Insurance Company
26. Vigilant Insurance Company
27. Westchester Fire Insurance Company
28. Westport Insurance Corporation, as successor-in-interest to Employers Reinsurance Corporation
29. XL Insurance America Inc.
30. XL Select Insurance Company

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that, on April 24, 2018, I caused a true and correct copy of foregoing *Stipulation of Discontinuance* to be served upon the attorneys of record, via the New York State Courts E-Filing system.

By: /s/ James Weller
James W. Weller, Esq.